# KLOUDTRACK® TECHNOLOGY LICENSING AGREEMENT (KTLA)
(End-Customer)

THIS AGREEMENT, effective -_____,  ("Effective Date") by and between kloudtrack® DBA Kaulkin Information Systems, LLC ("**KLOUDTRACK**") having its principal office at 175 Admiral Cochrane Drive, Suite 300, Annapolis, MD 21401 and _____ , having its principal office at _____ ("CUSTOMER").

By this Agreement and on the terms and conditions in it, and DIR Contract No. DIR-SDD-1829, and in any attached Exhibits, kloudtrack will provide CUSTOMER access to and use of a system proprietary to kloudtrack, which allows CUSTOMER remote Internet-based access, storage, and retrieval of CUSTOMER data, through www.kistrack.com stored on file servers.


The parties agree as follows:

1.  DEFINITIONS

    When this Agreement uses the following terms, they have the following meanings:
    1.1.  "System" – A database management system, known as "kloudtrack," created and owned by kloudtrack/Kaulkin Information Systems, LLC, which is accessible via the Internet through [www.kistrack.com], hosted on file servers, facilitating on-line access, storage and retrieval of digital files in various formats, by specific Users or groups of Users designated by CUSTOMER, as well as functionality provided by other purchased modules.  "System" shall also include kloudtrack software residing on the host computer, and documentation CUSTOMER is authorized to use in connection with this Agreement.
    1.2. "User" – CUSTOMER, or designated CUSTOMER employee, authorized to access the System.
    1.3.  "Designated Representative" – An employee or employees designated by CUSTOMER or LICENSEE/AFFILIATE who will have authority to administer System.

2.  ACCESS AND USE LICENSE

    2.1.  For the term of this Agreement, kloudtrack grants and CUSTOMER accepts, a nonexclusive, nontransferable sublicense to access and use the System, but CUSTOMER may only do so for CUSTOMER'S own internal business data access, storage and retrieval purposes only, and must comply with this Agreement.  Other than that, CUSTOMER has no further rights to the System or to any software, documentation, or other component of the System, expressed or implied.

3.  ACCESS RIGHTS

    3.1.  The System allows a licensed USER to upload to the System, scanned-in paper-based files, or other PC-created files such as Excel™, Word™, PDF files, etc. CUSTOMER is responsible for scanning-in or otherwise creating or converting digital files that are accessed, uploaded or retrieved, by or through the System, and for any errors, defects, or disabling code in such files.  The System does not

include any hardware, software or peripheral device that performs such scanning, creation or conversion.

3.2. Each licensed USER will have access to uploaded data, assuming they have been given file access permission by their administrator.

4. SERVICE LEVELS

    4.1. Subject to the other terms and conditions of DIR Contract No. DIR-SDD-1829 and this Agreement, throughout the term, kloudtrack will use commercially-reasonable efforts to maintain the levels of service.

    4.2. kloudtrack shall not be responsible or liable should the file storage facility, any telecommunications network, or the Internet in general not be available at a particular point in time, or for interruptions or delays in access caused by viruses, "denial of service" or terrorist attacks affecting the operation of any such facilities, or for other reasons beyond kloudtrack' reasonable ability to control.

    4.3. CUSTOMER recognizes that the above service levels are based on ASP hosting service levels currently offered by kloudtrack third party hosting providers.

5. CONFIDENTIALITY AND PRIVACY

    5.1. It may be necessary for kloudtrack to upload to the System confidential or proprietary information about CUSTOMER and its business (Confidential Information). As to Customer Confidential Information that becomes known or available to kloudtrack, kloudtrack will: (i) limit access to CUSTOMER's Confidential Information to kloudtrack employees and contractors who have a need to know it to do their jobs, and who have an obligation to maintain the confidentiality of the information; (ii) use the Confidential Information only to carry out the purposes for which the information was disclosed or made available to kloudtrack and for no other purpose; (iii) safeguard the Confidential Information in accordance with its service level obligations in Article 4, and (iv) not knowingly directly or indirectly disclose the same to any other person or entity in violation of those obligations. kloudtrack does not have the right to alter, edit, or remove CUSTOMER data uploaded by a USER to the System, except upon termination of this Agreement, unless at the direction or with the consent of the CUSTOMER, or unless ordered by a court or other tribunal or law enforcement agency to do so.

    5.2. kloudtrack will not be in violation of this Agreement for disclosing Confidential Information when the disclosure is (i) made with CUSTOMER's consent; (ii) necessary to perform, administer, or enforce a transaction that an authorized User or Customer requests or authorizes; (iii) called for by a subpoena or court order, or (iv) called for by a federal or state law or regulation. However, if kloudtrack receives a subpoena, demand, or court order which calls for disclosure of Confidential Information, kloudtrack shall, unless prohibited by law, regulation or court order, notify CUSTOMER and cooperate reasonably with CUSTOMER's efforts, if any, to prevent or limit such disclosure; but CUSTOMER must pay for all costs and expenses associated with such efforts, including kloudtrack's costs and personnel time. kloudtrack will not be in violation of this provision for disclosing Confidential Information when (a) the information is or becomes publicly available other than as a result of a breach of this Agreement; (b) the information is disclosed to kloudtrack by a third party not subject to any

obligation of confidentiality; (c) the information was already known by kloudtrack prior to the date of this Agreement; or (d) the information was independently developed by kloudtrack without reference to Confidential Information received from CUSTOMER.

6. TRAINING AND SUPPORT

6.1. kloudtrack will make available on-line User Documentation that is accessed directly from the System as well as individualized telephone and on-line training in accordance with the package purchased (see Exhibit B for included training). User Documentation will reflect the current version of the System licensed to CUSTOMER. Support will be available from 7:00 AM to 7:00 PM, EST, at a telephone number and email to be designated by kloudtrack. Calls will be responded to in 4 hours or less.  Additional training and support is available at current hourly rates.

7. CUSTOMER'S DUTIES

7.1. CUSTOMER must pay for all communications fees, maintenance, and installation charges incurred on equipment used with the System.  This includes modems, workstations, CRTs, printers and controllers.

7.2. In order to use the System, each client workstation must have Microsoft Iexplorer™ browser version 4.72 or above, and CUSTOMER is solely responsible for obtaining licensed copies of all third-party browser, document creation, file format and viewing, and application software. Client workstations must have an available MS Iexplorer™ and/or other appropriate plug-in for each file type to be viewed, and CUSTOMER is solely responsible for obtaining licensed copies thereof.

7.3. In order to use the System, CUSTOMER must pay to kloudtrack the fees set forth in Appendix C of DIR Contract No. DIR-SDD-1829.  Payments by CUSTOMER shall be made in accordance with fees set forth in Appendix C of DIR Contract No. DIR-SDD-1829. CUSTOMER shall order the services for each User, at the levels indicated on Exhibit A by signing and returning a kloudtrack "Proposal Worksheet" (See Exhibit B), and the terms and conditions of DIR Contract No. DIR-SDD-1829 and this agreement shall apply to each such User.

7.4. CUSTOMER agrees that it and its designees will not upload to the System any material that violates or infringes the rights of any third party, including, without limitation, privacy or publicity rights, rights to reputation, copyrights, trademark rights, patent rights or any other intellectual property rights, trade secret rights, contract rights, non-disclosure and confidentiality rights, exclusivity rights, and fair competition rights, or use or allow use of any material or information which so infringes or violates any such rights.  CUSTOMER agrees that it will not upload to the System any files or materials which violate any federal, state or local law statute, regulation or order.

7.5. CUSTOMER will: (i) be solely responsible for setting up and maintaining secure access to data by any User Administrator or other entity or party (ii) be solely responsible for all data and any party's reliance thereunder and (iii) ensure that data does not contain viruses, disabling routines or other defects that would prevent kloudtrack from performing the services under this Agreement and will hold harmless kloudtrack from same.

8. TERM

    8.1. The initial term is for a period of one (1) year with three (3) annual renewal options exercised by the Licensor's issuance of thirty (30) days advanced written notice and Customer's concurrence prior to the then-effective expiration date.

9. TERMINATION

    9.1. Terminations will be handled in accordance with Appendix A, Section 10B of DIR Contract No. DIR-SDD-1829.

    9.2. Force Majeure will be handled in accordance with Appendix A, Section 10C of DIR Contract No. DIR-SDD-1829.

    9.3. Upon the expiration or termination of this Agreement for any reason, with or without cause, the license and all other rights granted to CUSTOMER hereunder shall cease following a reasonable amount of time to enable CUSTOMER to relocate its data to another system.

    9.4. kloudtrack recognizes that the data stored on the System by CUSTOMER is (as between kloudtrack and CUSTOMER) the property of CUSTOMER.  Upon the termination of this Agreement for any reason, kloudtrack agrees to cooperate reasonably with CUSTOMER to help CUSTOMER transfer the data to a location of CUSTOMER's choosing.  Provided that CUSTOMER must reimburse kloudtrack for reasonable expenses, including the time expended by kloudtrack personnel at rates as set forth in Appendix C of DIR Contract No. DIR-SDD-1829.

10. **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITIES**

    10.1. kloudtrack PROVIDES THE INFORMATION SERVICES AND SYSTEM CALLED FOR IN THIS AGREEMENT "AS IS." kloudtrack DOES NOT WARRANT THAT THE OPERATION OF THE SYSTEM OR ACCESS TO THE SYSTEM WILL BE UNINTERRUPTED OR ERROR-FREE.  kloudtrack MAKES NO WARRANTY AGAINST INTERFERENCE WITH CUSTOMER'S, OR ANY USER'S USE OF THE SYSTEM OR THE DATA PROVIDED THROUGH THE SYSTEM.  INDEMNIFICATION WILL BE HANDLED IN ACCORDANCE WITH APPENDIX A, SECTION 9A OF DIR CONTRACT NO. DIR-SDD-1829.  THE SYSTEM, ALL INFORMATION ACCESSIBLE THROUGH THE SYSTEM, ALL OTHER kloudtrack SERVICES, AND THE SOFTWARE USED TO OPERATE THE SYSTEM, ARE PROVIDED WITH ALL FAULTS, AND THE ENTIRE RISK (AS BETWEEN CUSTOMER/USERS AND kloudtrack) AS TO COMPATABILITY WITH CUSTOMER'S COMPUTER SYSTEMS, SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND EFFORT IS WITH CUSTOMER.

    10.2. Force Majeure will be handled in accordance with Appendix A, Section  10C of DIR Contract No. DIR-SDD-1829.

    10.3.  Limitation of Liability will be handled in accordance with Appendix A, Section 9K of DIR Contract No. DIR-SDD-1829.

    10.4. THE WARRANTIES AND REMEDIES ABOVE ARE EXCLUSIVE, AND IN LIEU OF ALL OTHERS, ORAL OR WRITTEN, EXPRESS OR IMPLIED.  NO SUPPLIER, LICENSOR, VENDOR, AGENT OR EMPLOYEE OF kloudtrack IS AUTHORIZED TO MAKE ANY CHANGES OR ADDITIONS TO THIS WARRANTY.

11. DISPUTE RESOLUTION

11.1. Any dispute resolution will be handled in accordance with Appendix A, Section 10A of DIR-SDD-1829.

12. MISCELLANEOUS

12.1. Separability.  If any provision of DIR Contract No. DIR-SDD-1829 or this Agreement shall be determined by a competent authority to be invalid or unenforceable, the validity and enforceability of the remainder of the Agreement shall inure.

12.2. Entire Understanding.  DIR Contract No. DIR-SDD-1829 and this Agreement contain the entire agreement and understanding between the parties and supersedes all prior proposals, communications, agreements and understandings, oral or written, relating to its subject matter.

12.3. Governing Law.  This Agreement shall be governed by and construed in accordance with the law of the State of Texas without regard to the conflicts of laws or provisions of Texas law.

12.4. Changes.  No provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of such change is sought.

12.5. Waiver.  The failure by either party to insist upon strict enforcement of any terms and conditions of this Agreement shall not be a waiver or relinquishment of the right to assert or rely upon such terms and conditions on any future occasion.

12.6. Limitation on Actions.  No action, regardless of form, arising out of the transactions under this Agreement may be brought by either party more than four  (4) years after the cause of action has become known to the claimant except that an action for nonpayment may be brought within four (4) years of the date of the last payment.

12.7. Assignment.  Assignments will be handled in in accordance with Appendix A, Section 4D of DIR-SDD-1829.

12.8. No Third Party Beneficiaries.  This Agreement and the performance thereof shall inure to the benefit of CUSTOMER, LICENSEE/AFFILIATE and kloudtrack only.  Notwithstanding the fact that third parties (such as USERS) may be referenced incidentally herein, no person other than the parties who sign shall have any rights, expressed or implied, to the benefit of the performance of either party, or to rely upon or enforce any of the provisions of this Agreement

12.9. Notices.  All notices will be handled  in accordance with Appendix A, Section 11 of DIR-SDD-1829.

**Designated CUSTOMER Representative:**          **Enter Name**

Title:                                    Enter Title

Company/Organization:                     Enter Company Name

Address:                                  Enter Address

Phone:                                    Enter Phone

Email:                                    Enter Email

## APPENDIX D TO DIR CONTRACT NO. DIR-SDD-1829

**kloudtrack® Representative:**

Title:                                          Enter Title

Company/Organization:            Enter Company Name

Address:                                     175 Admiral Cochrane Drive, Suite 300, Annapolis, MD 21401

Phone:                                       240-499-3832

Email:

12.10  Headings.  The headings of the various sections and paragraphs of this Agreement have been inserted for the convenience of reference only, and shall not be deemed to be part of this Agreement, and in no way shall affect the interpretation of this Agreement.

          **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the year and day first above written.

**kloudtrack LICENSEE/AFFILIATE**

Company/Organization:

By:

_____
Print Name:

_____
Title:

**CUSTOMER**

By:

_____
Print Name:

_____

**Initials** _____

Title: 

# EXHIBIT

**Licensee/Affiliate Pricing Proposal/Quote**

**(Licensee/Affiliate pricing proposal or quote document inserted here with END-CUSTOMER signature)**